

MG01

Particulars of a mortgage or charge

025458/13

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is for**  
You cannot use this form to register  
particulars of a mortgage or charge  
company To form MG01s

TUESDAY



LD3

\*L125U9WP\*  
07/02/2012  
COMPANIES HOUSE

#62

For official use  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**1 Company details**

Company number 07922069

Company name in full Field Lane Freehold Limited (the "Chargor")

**2 Date of creation of charge**

Date of creation 30/01/2012

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture made between the Chargor and Svenska Handelsbanken AB (publ) (the "Bank") (the  
"Debenture")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured The "Secured Liabilities" defined in Clause 1.1 (*Definitions*) of the  
Debenture to mean all moneys, obligations and liabilities now or  
hereafter due, owing or incurred by each Obligor to the Bank when the  
same become due for payment or discharge whether by acceleration  
or otherwise, and whether such moneys, obligations or liabilities are  
expressed or implied, present, future or contingent, joint or several,  
incurred as principal or surety, originally owing to the Bank or  
purchased or otherwise acquired by it, denominated in sterling or in  
any other currency, or incurred on any banking account or in any other  
manner whatsoever

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name Svenska Handelsbanken AB (publ)

Address 3 Thomas More Square

London

Postcode E 1 W 1 W Y

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

Please see Part 1 of the attached continuation sheets, to be read in conjunction with Part 3 of the attached continuation sheets, which contains applicable definitions

Please see Part 2 of the attached continuation sheets, which contains a summary of certain covenants contained in the Debenture

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<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Lawrence Graham LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Akhil Sharma

Company name Lawrence Graham LLP

Address 4 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A U

Country

DX 132076 London Bridge 4

Telephone 020 7759 6534



We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation Page 1</p> <p style="text-align: center;"><b>Part 1 - Short particulars of all the property mortgaged or charged</b></p> <p><b>1 Fixed charge</b></p> <p>In Clause 3 1 (<i>Fixed Charge</i>) of the Debenture, the Chargor charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future by way of fixed charge</p> <ul style="list-style-type: none"> <li>(a) all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Chargor,</li> <li>(b) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,</li> <li>(c) the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled,</li> <li>(d) all plant and machinery owned by the Chargor and its interest in any plant and machinery in its possession,</li> <li>(e) all Shares held by it and/or any nominee on its behalf and all Related Rights,</li> <li>(f) all benefits in respect of the Insurances including all claims and the refund of any premiums,</li> <li>(g) its rights under the appointment of any managing agent of any of the Properties,</li> <li>(h) the Deposits, <ul style="list-style-type: none"> <li>(i) all of its book debts,</li> <li>(ii) all of its other debts, and prepayments, the proceeds of the same and all monies due and owing to it, and</li> <li>(iii) the full benefit of all Security Interests, Collateral Instruments and other rights relating to any of the foregoing,</li> </ul> </li> <li>(i) all its goodwill and uncalled capital from time to time, and</li> <li>(j) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets</li> </ul>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation Page 2</p> <p><b>2. Floating charge</b></p> <p>The Chargor charges to the Bank as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property, rights and assets whatsoever and wheresoever both present and future, other than any property, rights or assets from time to time effectively charged by way of fixed charge pursuant to Clause 3 1 (<i>Fixed charge</i>) of the Debenture (paragraph 1 of part 1 of this form MG01 continuation sheets)</p> <p>Clause 1 3 (<i>Qualifying floating charge</i>) of the Debenture states that paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3 2 (<i>Floating charge</i>) of the Debenture (paragraph 2 of part 1 of this form MG01 continuation sheets)</p> <p style="text-align: center;"><b>Part 2 - Covenants</b></p> <p><b>1 Negative Pledge</b></p> <p>In Clause 4 2 (<i>Negative Pledge</i>) of the Debenture, the Chargor undertakes that it will not create or agree to create or permit to subsist any Security Interest over any part of the Charged Assets</p> <p><b>2 Further assurance</b></p> <p>In Clause 5 (<i>Further assurance</i>) of the Debenture, the Chargor undertakes that it shall, if and when required by the Bank</p> <p>(a) execute such further Security Interests and assurances in favour of the Bank and do all such acts and things as the Bank shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same, and</p> <p>(b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Bank shall stipulate such labels, signs, memoranda or other recognisable identification markings as the Bank shall require referring or drawing attention to the security constituted by or pursuant to the Debenture</p> <p style="text-align: center;"><b>Part 3 - Definitions</b></p> <p>"assets" includes present and future property, revenues and rights of every description</p> <p>"Authorisations" means all authorisations, consents and permits issued by any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings</p> <p>"Bank" means Svenska Handelsbanken AB (publ)</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Page 3</p> <p><b>"Charged Assets"</b> means all the undertaking, property and assets of the Chargor described in Clause 3 1 (<i>Fixed charge</i>) of the Debenture (paragraph 1 of part 1 of this form MG01 continuation sheets) and Clause 3 2 (<i>Floating charge</i>) of the Debenture (paragraph 2 of part 1 of this form MG01 continuation sheets), including any part thereof and any interest therein</p> <p><b>"Chargor"</b> means Field Lane Freehold Limited, with company number 07922069 and registered office at 64 Great Suffolk Street, London, SE1 0BL</p> <p><b>"Collateral Instruments"</b> means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person</p> <p><b>"Debenture"</b> means the debenture made between, inter alios, the Chargor and the Bank, dated 30 January 2012</p> <p><b>"Deposits"</b> means any and all sums for the time being standing to the credit of, and the debt represented by, any bank account maintained by the Chargor or in which the Chargor has an interest</p> <p><b>"Insurances"</b> means all contracts or policies of insurance in which the Chargor from time to time has an interest</p> <p><b>"Obligors"</b> means</p> <ul style="list-style-type: none"> <li>(i) Coastal Parks Hold Limited incorporated in England with company number 07921954,</li> <li>(ii) Hillgrove Freehold Limited incorporated in England with company number 07922078,</li> <li>(iii) Island View Company Limited incorporated in England with company number 04981465,</li> <li>(iv) Field Lane Freehold Limited incorporated in England with company number 07922069,</li> <li>(v) ISV Sublease Limited incorporated in England with company number 07922053,</li> <li>(vi) ISV Headlease Limited incorporated in England with company number 07922042, and</li> <li>(vii) ISV Freehold Limited incorporated in England with company number 07922038</li> </ul> <p><b>"Properties"</b> means the assets of the Chargor described in Clause 3 1(a) (<i>Fixed charge</i>) of the Debenture (paragraph 1 of part 1 of this form MG01 continuation sheets) and all present and future heritable and leasehold property in Scotland now or hereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting such property (each a <b>"Property"</b>)</p> <p><b>"Related Rights"</b> means any dividend, interest or other amount (cash or otherwise) paid or payable in relation to any Share and any shares, stocks, securities, rights, money, assets or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, distribution, bonus, allotment, preference, under option rights or otherwise</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Page 4</p> <p><b>"rights"</b> includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present, future and contingent)</p> <p><b>"Secured Liabilities"</b> means all moneys, obligations and liabilities now or hereafter due, owing or incurred by each Obligor to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or purchased or otherwise acquired by it, denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever</p> <p><b>"security"</b> includes any mortgage, charge, pledge, lien, security assignment, hypothecation or, trust or other arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including, without limitation, the deposit of moneys, property or title documents with a person with the intention of affording such person a right of set-off or lien) and any other agreement or any other type of arrangement having a similar effect</p> <p><b>"Security Interest"</b> means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect</p> <p><b>"Shares"</b> means the Chargor's interests in any share in the share capital of any person</p>





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7922069  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JANUARY  
2012 AND CREATED BY FIELD LANE FREEHOLD LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO SVENSKA HANDELSBANKEN AB (PUBL)  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 7 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 FEBRUARY  
2012

3



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES